

MEMORANDUM OF UNDERSTANDING

By and Between

Minority Business Development Agency, U.S. Department of Commerce,

And

California High-Speed Rail Authority

This Memorandum of Understanding (MOU or Agreement) is by and between the Minority Business Development Agency, U.S. Department of Commerce, with its headquarters located at 1401 Constitution Avenue, N.W., Room 5053, Washington, D.C. 20230 (MBDA) and the California High-Speed Rail Authority (CHSRA), with its headquarters located at 770 L Street, Suite 800, Sacramento, California 95814. MBDA and California High-Speed Rail Authority are individually referred to herein as a "Party" and are collectively referred to herein as the "Parties."

WHEREAS, MBDA is the Federal agency authorized by Executive Order 11625, as amended, and its mission is to foster the growth and global competitiveness of the Nation's minority business enterprises (MBEs). In carrying out its mission, MBDA administers a variety of programs providing technical assistance to and promoting business development opportunities for MBEs. Pursuant to Executive Order 11625 and 15 C.F.R. part 1400, MBDA clients include business concerns owned or controlled by members of one or more of the following groups: African Americans; Native Americans and Alaskan Natives (including Alaska Natives, Alaska Native Corporations and tribal entities); Hispanic Americans; Asian Americans and Pacific Islanders; Asian Indians; and Hasidic Jewish Americans.

WHEREAS, MBDA provides funding through cooperative agreements to a nationwide network of 40 MBDA Business Centers, including Native American Alaskan Native Centers. These MBDA Business Centers, in turn, provide MBEs with a diverse range of customized business services including, but not limited to, assistance in formulating and implementing strategic growth plans, federal and non-federal procurement matching, private equity and venture capital sourcing, bonding assistance and loan packaging, strategic partnering assistance (*e.g.*, joint ventures, teaming arrangements), and market promotion of MBEs to prime contractors and other buyers. MBDA also coordinates and leverages the expertise and resources of a nationwide network of strategic partners and ensures that MBEs are provided access to necessary business development services.

WHEREAS, the California High-Speed Rail Authority has as a primary goal to plan, design, build, and operate a high-speed train system for California, connecting urban centers from San Francisco to Los Angeles, utilizing trains that operate at speeds of 220 mph. Building this state-of-the-art system will promote a strong, diverse economy. The

project will create significant contracting opportunities for businesses throughout California.

WHEREAS, the Authority is committed to ensuring certified Small Businesses (SB), Disabled Veteran Business Enterprises (DVBE), Disadvantaged Business Enterprises (DBE) and Microbusinesses collectively referred to as "SB," have the maximum practicable opportunity to compete for and participate in the Authority's contracting and procurement opportunities, which are relevant to this partnership.

WHEREAS, the Authority's SB Program goal of 30 percent includes a 10 percent DBE goal and a 3 percent DVBE goal.

WHEREAS, MBDA and the CHRSA share an interest in increasing the contracting and procurement opportunities for MBEs. The Parties hereby establish a strategic partnership that will achieve greater efficiency in the delivery of contract opportunities to minority-owned companies. The Parties intend to make the contracting process transparent, accessible and accountable, and enhance the quality of services to minority-owned companies. Ultimately, the Parties are committed to ensuring that the Authority meets its 30 percent goal of contracting opportunities for certified MBEs, SBs, DBEs and DVBEs.

NOW THEREFORE, the Parties have reached this MOU, as described below.

I. Scope of Activities and Responsibilities

A. The MBDA agrees to:

1. Provide minority-owned firms with professional management and technical assistance through the MBDA and its network of MBDA Business Centers.
2. Promote, as appropriate to MBDA's mission, the Authority's efforts in fostering small and minority business development through this Strategic Partnership Agreement;
3. Provide MBEs with information regarding all certification processes;
4. Post a link on the MBDA website to the California Department of General Services and Authority's Website ;
5. Distribute available contract opportunities to minority-owned companies; and
6. Attend the Authority's outreach events.

B. The Authority agrees to:

1. Assist MBEs and SBs to identify high-speed rail contracting and procurement information and opportunities;
2. Provide SB and DBE certification information to small business owners upon request;
3. Attend outreach events in partnership with the MBDA to present and distribute the Authority's business opportunity material;

4. Share information with MBDA critical to assist DBEs maintain appropriate certifications;
5. Refer DBEs to the MBDA Business Centers for technical business assistance;
6. As appropriate, participate in contract workshops with MBDA, which may include presentations on the basics of the Authority's contract opportunities;
7. As permissible, conduct a workshop at the MBDA Minority Enterprise Development Week Conference and other MBDA Conferences as scheduled in California; and
8. Assist MBDA clients seeking to obtain access to contract opportunities and training services by:
 - a. Referring MBEs in need of direct counseling, management and technical assistance to the MBDA Business Centers;
 - b. Participating in workshops and other MBDA-sponsored activities to promote, educate and enhance financial opportunities for SBs and MBEs; and
 - c. Supporting MBDA in its efforts to promote and sustain business development opportunities for MBEs and SBs and provide viable contract opportunities and options necessary to facilitate business growth.

II. Costs and Expenses

Each Party agrees to be responsible for its own expenses incurred in implementing this MOU, including travel and accommodations unless otherwise agreed in writing by the Parties. Payment of any costs associated with carrying out any other activities of the strategic partnership will be negotiated by the Parties in a separate agreement. The responsibilities of both Parties under this MOU are subject to the availability of funds. Nothing in this MOU is intended to obligate the funds of either Party.

III. Administration of Agreement

In all matters relating to the administration of this MOU, Mr. Jeff Morales, Chief Executive Officer or his designee shall act for The Authority as administering and amending agent, and Mr. David Hinson, National Director of MBDA , or his [her] successor shall act for MBDA as administering and amending agent.

IV. Term of Agreement and Modifications

This MOU shall be effective upon signature by both Parties' authorized representatives and shall continue in effect for a term of no more than five years, unless either Party terminates its participation in this agreement upon thirty days (30) written notice to the other Party. This MOU may be amended at any time by mutual written agreement of the Parties.

V. Other Terms

A. The Parties acknowledge that the MOU is a statement of general interests and intent and sets forth no legally binding duties or obligations, financial or otherwise, with respect to either Party.

B. Neither the U.S. Department of Commerce, MBDA, the Authority, nor their officers, agents, or employees shall be considered as agents of the other Party, and the Parties shall at all time remain fully independent entities.

C. Each Party shall consult with the other Party prior to public dissemination of materials or statements for the purpose of informing the public of the nature of this Agreement or promoting the existence of any joint activities by the Parties. MBDA's public disclosure of information is subject to applicable law and policy, including the Freedom of Information Act, and the federal or state privacy laws, as either party may be under at any given time.

D. Use of logos and hyperlinks to promote each Parties' services and opportunities on Internet websites must be in accordance with the policies of each Party and must be approved in advance by each Party.

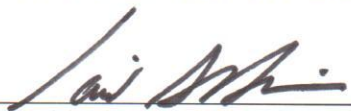
E. The Parties agree that this Agreement will be non-exclusive and nothing prevents either Party from entering into similar agreements with third parties. Neither Party nor its employees are authorized to make any representation or any commitment on the other Party's behalf.

F. Nothing herein is intended to conflict with MBDA or the Authority's policies. Should a dispute arise between the Parties concerning this Agreement, the Parties shall resolve the differences through appropriate and timely communications with the other party, which may include written notice of the dispute within 30 days of the date on which the dispute arises and forwarding of the dispute to higher officials within each organization for resolution, consistent with the purposes of this Agreement.

G. This Agreement does not represent an express or implied endorsement by the U.S. Department of Commerce or MBDA of the opinions, products or services endorsed by The Authority.

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement as of the date indicated below.

**MINORITY BUSINESS DEVELOPMENT AGENCY,
U.S. DEPARTMENT OF COMMERCE**

By: 
David Hinson
National Director

Date: May 3, 2013

CALIFORNIA HIGH SPEED RAIL AUTHORITY

By: 
Diana Gomez
Central California Regional Director

Date: 5-3-13